

## Second Amendment to the Iowa Medicaid Enterprise POS System and POS Operations Contract

This Amendment to Contract Number MED-12-001-B is effective as of May 18, 2012, between the Iowa Department of Human Services (Agency) and Goold Health Systems, Inc (Contractor).

### Section 1: Amendment to Contract Language

The Contract is amended as follows:

#### Revision 1. Section 6, Term of the Contract, first sentence, is deleted and replaced as follows:

The term of the Base Contract is the date of final execution of this contract through June 30, 2018, with operations effective July 01, 2013.

#### Revision 2. Section 7.1, Performance Based Contract, Operations Payment, is deleted and replaced as follows:

**Operations Payment:** Contractor will invoice monthly during the operational phase of this contract. Each month's invoice will equal 1/12<sup>th</sup> of the Yearly price as indicated below.

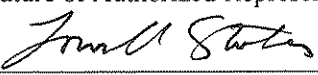
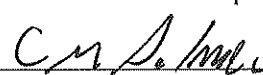
Line Item Description	Total
First Year of Operations (7/1/13-6/30/14)	\$ 1,945,721.67
Second Year of Operations (7/1/14-6/30/15)	\$ 1,996,711.47
Third Year of Operations (7/1/15-6/30/16)	\$ 2,042,123.96
Fourth Year of Operations (7/1/16-6/30/17)	\$ 2,088,898.83
Fifth Year of Operations (7/1/17-6/30/18)	\$ 2,269,603.54
First Option Year (7/1/18-6/30/19)	\$ 2,347,350.88
Second Option Year (7/1/19-6/30/20)	\$ 2,402,558.11
Third Option Year (7/1/20-6/30/21)	\$ 2,459,421.56
Fourth Option Year (7/1/21-6/30/22)	\$ 2,510,745.92
First Option Month (7/1/22-7/31/22)	\$ 209,228.83
Second Option Month (8/1/22-8/31/22)	\$ 209,228.83
Third Option Month (9/1/22-9/30/22)	\$ 209,228.83
Total Not to Exceed Amount	\$ 20,690,822.43

### Section 2: Ratification, Authorization, & Contingency

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms. This Amendment is subject to and contingent upon CMS approval.

**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

<b>Contractor, Goold Health Systems, Inc</b>	<b>Agency, Iowa Department of Human Services</b>
Signature of Authorized Representative: 	Signature of Authorized Representative: 
Printed Name: Lowell Stokes	Printed Name: Charles M. Palmer
Title: Vice-President, Assistant General Counsel	Title: Director
Date: 11/7/13	Date: 11-22-13